

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRC ENGINEERS, INC.

This Agreement is entered into this Tuesday, March 11, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and TRC Engineers, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of implementing a Countywide Heat Pump Water Heater Permitting Simplification Pilot.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED AND NINETY TWO THOUSDAND, SIX HUNDRED AND NINTY (\$392,690.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Tuesday, March 11, 2025, through Friday, December 31, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to

continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by or inconsistent with this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for

property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000 , (b) Motor Vehicle Liability Insurance..... \$1,000,000 , (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability

(physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any

other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters

are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Susan Wright/Program Manager
Address: 455 County Center, Redwood City, CA, 94063
Telephone: (650) 363-4372
Email: swright@smcgov.org

In the case of Contractor, to:

Name/Title: David Douglass-Jaimes/Associate Director
Address: 21 Griffin Road North Windsor, CT 06095
Telephone: 5103684427
Email: DDouglass-Jaimes@trccompanies.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

Intellectual Property

18.1. Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights, and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement

or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Notwithstanding anything to the contrary herein, to the extent any contract materials include proprietary information that is not prepared exclusively and solely for County, such proprietary information will remain the property of Contractor, but County will have unrestricted and non-exclusive rights and license to use such information.

7. Contractor agrees that before commencement of any subcontract work it will incorporate this SECTION to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

19. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TRC Engineers, Inc.

DocuSigned by: <i>Diane M. Zukas</i>	February 11, 2025 12:01 PM	Diane M. Zukas
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Task 1: Project Management

1.1 Kick-off meeting

Within one week of final contract execution, convene an online project kickoff meeting with the Sustainability Department and other relevant stakeholders identified by the Sustainability Department.

1.2 Project Plan

Develop a draft project plan, including a detailed project schedule, and all primary tasks, subtasks, and deliverables, designed to meet the 18-month timeframe for the overall project, as established by the Sustainability Department. The project plan will also cover project goals and an outline of initial anticipated performance metrics to gauge the success of the proposed simplification strategies and pilot implementation. After receiving feedback, submit a revised project plan no more than one week after the kickoff meeting.

1.3 Check-in Meetings

Hold bi-weekly client check-in meetings for the duration of the project to provide regular updates on progress and receive feedback. Hold ad-hoc meetings to support timely project needs and progress as appropriate.

Task 1 Deliverables

- Project kickoff meeting
- Draft project plan and schedule
- Final project plan and schedule
- Schedule and organize bi-weekly project coordination meetings
- Monthly invoices detailing project progress, milestones to date, and next steps

Task 2: Background Research and Analysis

2.1: Research of existing permit requirements and processes

Implement an in-depth data collection process to document HPWH permit processes across the 21 jurisdictions in San Mateo County, as well as best practices and resources beyond the county. Four data collection activities are designed to inform the following key research topics:

- Step-by-step process details for HPWH permitting from application and intake, through plan check, permit issuance, inspection, and close out; also, if and how the HPWH processes differ from gas water heater like-for-like retrofits.
- Staff and constituent roles and functions in the HPWH permitting process for each jurisdiction
- Software tools or web-based platforms used to apply for and issue HPWH permits
- Average processing times for issuing HPWH permits in each jurisdiction
- Staff training and education related to HPWH

2.1.A Jurisdiction information collection

To expedite the data collection process and to reduce the burden on jurisdiction staff, the TRC team will collect and review all relevant existing documentation and data related to HPWH permitting available through building department websites or other public resources at each jurisdiction in San Mateo County and materials collected by the Sustainability Department. Documentation and data may include, but is not limited to:

- Applications forms, checklists, and guidelines
- Permitting fees
- Pre-application material or guides available to the public
- Online permit applications and related processes
- Recent data on permits issued for HPWH, where available

2.1.B Jurisdiction staff interviews and data requests

To understand the nuances of each jurisdiction, conduct virtual interviews with building department representatives from each of the 21 jurisdictions in San Mateo County. Jurisdiction interviews will collect information on the research topics outlined above, with a focus on qualitative topics not available through jurisdiction website data collection. Potential simplification strategies we will discuss with jurisdiction staff may include, but are not limited to:

- Instant permits, and any criteria necessary to enable instant permitting
- New or additional software tools
- Online permit application system and process updates
- Discounted or incentivized permit fees
- Lighter touch approaches such as trusted contractor programs to enable self-certification

2.1.C Industry stakeholder interviews

Conduct 10-15 online interviews with HPWH industry stakeholders to collect their feedback on current HPWH permitting and inspection processes in San Mateo County. Interviewees will include installation contractors, manufacturers, building decarbonization experts, energy consultants, and others as appropriate. To encourage participation and express appreciation for their time, TRC will offer each stakeholder interviewee a \$100 gift card. Stakeholder interviews will cover:

- Existing HPWH permit processes from the permit applicant perspective
- Comparison of processes across jurisdictions, where applicable.
- Relative potential of simplification strategies
- Best practices or resources encountered outside of San Mateo County.

2.1.D Review of outside process, tools, and practices

Collect documentation and resources from municipalities or agencies outside of San Mateo County that may inform and support a simplified process. Examples of research activities may include:

- Review of software tools, digital resources, and other technological approaches, such as Symbium, SolarApp+, and others

- Review of existing templates or supporting documentation available from entities such as BayREN, Silicon Valley Clean Energy, and Peninsula Clean Energy, among others
- Identify relevant outside resources based on the industry knowledge on the TRC team, as well as recommendations from industry stakeholder interviews.

2.2: Comparative Analysis

Based on the information collected in Task 2.1, develop a comparative analysis of HPWH permitting processes in the 21 jurisdictions in San Mateo County, as well as innovative approaches and resources beyond the county. The comparative analysis will include:

- Differences in application and documentation requirements between jurisdictions
- Differences in permitting fees, and documentation of how fees are established in each jurisdiction
- Documentation of internal processes and workflows for each jurisdiction, highlighting similarities and differences across jurisdictions
- Documentation of innovative approaches and existing simplification efforts, including tools, resources, and processes, and discussion of where those practices are implemented in San Mateo County jurisdictions, as applicable.

2.3: Identification of Barriers to HPWH Permitting

Building on the results of Task 2.1 and Task 2.2, identify barriers, bottlenecks, and inefficiencies in the permitting process for HPWH for each jurisdiction. Categorize barriers as internal to a jurisdiction, external but influenced by the jurisdiction, or external and independent of the jurisdiction. This task will also leverage the data and results of the comparative analysis to identify and document barriers to creating a common HPWH permitting process across all jurisdictions in the County, as well as any innovations or efficiencies in HPWH permitting in practice in the County or elsewhere that could be adopted more broadly in San Mateo County.

2.4: Comprehensive report on current HPWH permitting in San Mateo County

Compile results from the tasks described above into a comprehensive report on the current state of HPWH permitting in San Mateo County. Include an overview of findings from the review of permitting practices, detailed results of the comparative analysis, and barriers and opportunities in current practices. Document best practices and innovative strategies in permit simplification from outside jurisdictions, or through software tools and other resources.

Provide a one-page summary of findings specific to each of the 21 jurisdictions in San Mateo County. These one-page reports will summarize current practices and processes, highlight current successes and achievements, identify barriers to simplification, and propose potential opportunities specific to each jurisdiction.

Task 2 Deliverables:

- Draft interview guides for building department staff and industry stakeholders
- Final interview guides for building department staff and industry stakeholders
- Draft report on the current state of HPWH permitting in San Mateo County
- Final report on the current state of HPWH permitting in San Mateo County
- One-page summary of findings for each jurisdiction in San Mateo County

Task 3: Proposed Simplified Permitting Process

Based on the results of Task 2, develop a set of proposals and resources for a simplified HPWH permit process. Work collaboratively with the Sustainability Department to identify a range of potential strategies, and then refine particular strategies that TRC and the Sustainability Department anticipate to be most impactful for simplifying and standardizing permitting processes across the county.

3.1: Simplified Permit Process

Propose a simplified permit process based on the results of Task 2 with the following goals at a minimum:

- Minimize or eliminate permit process barriers to HPWH installation, such as permit review and processing time, unnecessary documentation requirements, or unnecessary review procedures
- Present a consistent applicant experience across jurisdictions while accommodating existing differences in building department characteristics across jurisdictions
- Improve workflows and efficiency for building department staff, while maintaining the critical safety and quality function of the permit review process
- Integrate smoothly with existing building permit processes and systems used by jurisdictions in the county
- Support the adoption and optimization of technological strategies where feasible, including software tools and online platforms for HPWH permitting, to improve building department workflows and reduce paper-based processes.

Develop a set of simplification strategies that can accommodate a range of project types and building department scenarios, while improving workflows for building department staff and delivering an improved experience for applicants. Proposed processes and strategies should

- Support the full spectrum of HPWH projects, from “instant” online permits for simple HPWH projects, to more complicated projects such as scenarios that would trigger electrical service upgrades.
- Address each step in the permitting and inspection process to identify opportunities for increased efficiencies or simplifications, from application and intake, through plan review and inspection.
- Maintain and reinforce the critical building safety role of the permit and inspection process.
- Integrate with existing processes and systems at each jurisdiction, for instance as a “kit-of-parts” based on research findings on each jurisdiction. Identify any needs for training, education, and outreach for relevant stakeholders, including building department staff, contractors, and others.

For each part of the simplified process proposal, outline the following:

- Required documentation such as product specifications, plans, and compliance forms
- Integration with existing processes and systems at each jurisdiction
- Step-by-step elements, including plan review and inspection
- Training and education required for relevant stakeholders
- Alignment with energy standards, plumbing code, and other relevant regulations

3.2: Standardized Permit Application Form

To support the simplified process, develop a standard permit application form that can be implemented across jurisdictions. The form will build on the current precedent of combined mechanical-electrical-plumbing (MEP) permit applications, already in place in many jurisdictions, that allow for a single permit for projects involving a combination of mechanical, electrical, or plumbing scope, as well as any existing work available from parallel efforts like those at BayREN. This standardized HPWH application will ask only for specific details necessary for HPWH plan review, as determined during the background research process in Task 2. The form will minimize requirements for separately provided documentation as appropriate, instead, striving to capture required information on the application form itself.

Produce an application form that is well organized and easily navigable for applicants, while also providing space for customization with jurisdiction logos, contact information, or other jurisdiction-specific details.

3.3: Fee structure for HPWH permits

Develop a proposed structure for uniform HPWH permit fees that relies primarily on outside subsidies to make up the difference between current and proposed fee structures at each jurisdiction. The proposed fee structure will:

- Consider existing fees, differences in fees between HPWH and natural gas water heater project, if any, variations in how jurisdictions determine permit fees, and the typical volume of HPWH permits each jurisdiction processes.
- Indicate the total amount of subsidy or incentive payments required to provide uniform permit fees for each jurisdiction for the duration of the pilot implementation.
- Address the potential for reducing fees through labor efficiencies, as well as the potential for increased permit fee revenue from increased permit compliance.

Collaborate closely with the Sustainability Department to consider potential sources of subsidies or incentives, and potential mechanisms for implementing them. Sources may include utility energy efficiency programs, local community choice aggregator programs, or funds from the County itself. However, it is not expected that these potential sources will be applicable to the pilot implementation.

3.4: Identification of Performance Metrics

Develop performance metrics to track progress and guide ongoing improvements in later phases, in collaboration with the Sustainability Department. Specific metrics will be developed to best evaluate the proposed strategies, but may include:

- Changes in quantity of permit applications and permits issued
- Changes in the timeframe for plan review
- Reductions in plan check corrections issued
- Replicability of the strategy across other electrification technologies

3.5: Report documenting proposed process

Prepare a comprehensive report on the proposed simplified permitting process, documenting the results of Tasks 3.1 through 3.4. Detail the process that the team undertook to arrive at the chosen strategies. Include a description of any strategies the team considered, but did not ultimately choose, and the reasoning behind the decision-making, including any collaboration with the Sustainability Department.

Task 3 Deliverables:

- Draft comprehensive report on the proposed simplified permitting process
- Final comprehensive report on the proposed simplified permitting process

Task 4: Strategy for Implementation Pilot

To test and evaluate the strategies developed in Task 3, collaborate with the Sustainability Department to develop a pilot implementation plan for at least seven jurisdictions in the county. The TRC team will support the Sustainability Department's selection of the pilot jurisdictions, as needed. Ideally, the participating jurisdictions will:

- Reflect the range of jurisdiction types found across the county (as determined by population, building stock, and permitting staff resources) to test how successfully the proposed strategies can be implemented in different conditions, and how well the strategies produce a consistent applicant experience between jurisdictions.
- Be willing to adopt and implement the selected simplification strategies during the pilot period.
- Be willing to provide candid feedback to the TRC team on the implementation of the proposed strategies.

Working with the Sustainability Department and the participating jurisdictions, the TRC team will determine which of the proposed solutions will be implemented in the pilot. Strategy selection will be based on several factors, including:

- Relevance - How the solution is projected to improve permitting operations, in comparison to the challenges it may be facing.
- Smoothness - How the solution will integrate with existing processes technologically.
- Timeliness - Adequacy of staff and department resources to effectively implement the solution within the pilot project timeline.

For each jurisdiction, the TRC team will develop a pilot implementation plan that includes at minimum:

- Timeline and milestones for pilot implementation
- Outreach and communication strategy for industry stakeholders
- Training and education strategy for building department staff, contractors and other relevant stakeholders as needed
- Budget for the Sustainability Department to implement the pilot, including costs associated with the implementation-specific activities, any costs for activities beyond those outlined in this scope of work, as well as any subsidies or incentives required to provide a standard fee structure across the participating jurisdictions.

Task 4 Deliverables:

- Draft pilot implementation plan
- Final pilot implementation plan

Task 5: Implementation of Permitting Pilot

Based on the plan outlined in Task 4, collaborate with the Sustainability Department on implementation of the permitting pilot through the following activities.

5.1: Creation of documentation

Building on the standardized permit application form developed in Task 3.2, develop all collateral to support the simplified HPWH permitting process in the participating jurisdictions. Necessary documentation will be determined based on the specific strategies implemented in the pilot, but could include:

- Application forms
- Application checklists and guidelines for applicants
- Inspection checklists and guidelines for applicants
- Instructions for participating jurisdictions and the Sustainability Department to facilitate the pilot strategies
- Additional resources or instructions for contractors and applicants

Produce the necessary documentation, including applicant-facing documentation that uses standardized formats and contains the same content and information across all participating jurisdictions. Include spaces for customization for each jurisdiction for logos, contact information, or other details. Develop the documentation in consultation with the Sustainability Department and the participating jurisdictions, to ensure alignment with all jurisdiction-specific practices and systems.

5.2: Outreach and communication

Provide regular updates to the Sustainability Department, participating Building Officials, and other relevant stakeholders on the status of the pilot implementation, any successes, challenges, or barriers, and progress on performance metrics. Conduct regular touchpoints with participating jurisdiction staff, as detailed in Task 5.4, to ensure they have adequate support for successful implementation.

Identify and collaborate with key stakeholders and the Sustainability Department to conduct outreach and education project communications with the relevant stakeholders during the piloting period.

Develop and distribute up to three (3) email outreach campaigns to industry stakeholders in support of the pilot implementation, based on similar strategies implemented on behalf of BayREN.

5.3: Training

Develop and provide up to seven 60-minute comprehensive online training sessions for building department staff and contractors on the simplified permitting processes. Develop Power Point training materials, leveraging existing resources to support the development of training materials, where possible.

Ensure that each training session includes the appropriate staff to answer any questions from attendees. Document participation at each event. Make training recordings and materials available for those who were not able to participate at the time of the trainings.

5.4: Implementation support and troubleshooting

Provide ongoing support to the Sustainability Department and the participating jurisdictions through the pilot implementation.

Track the progress of the pilot implementation through regular touchpoints with participating jurisdiction staff to gather feedback on the process. Touchpoints will be scheduled weekly for the first four weeks of the pilot to ensure successful launch, and monthly thereafter. Track

progress through publicly available or auto-generated data where possible, such as reports on permits issued by each jurisdiction.

Follow up with applicants and contractors who participate in the pilot process to gauge the success of the strategies from the applicant perspective. Develop and propose process improvements to refine the simplification strategies where appropriate and actionable. Consider the effectiveness of potential technological or software solutions to integrate with existing systems at pilot jurisdictions.

Develop and implement a system for ongoing direct support to participating jurisdiction staff. Direct support may include:

- Connection to resources that support implementation
- Access to virtual “office hours” during the pilot period where building department staff can schedule online meetings with TRC team staff during pre-determined time blocks to provide live support or answer questions.

Task 5 Deliverables:

- Permitting documentation, including applications, checklists, guidelines and other resources as outlined in Task 5.1
- Stakeholder outreach email campaigns
- Training PowerPoint decks and training recordings
- Implementation support and troubleshooting system based on description in Task 5.4

Task 6: Reporting, Documentation, and Evaluation

6.1: Progress reports

Throughout the pilot, provide regular progress reports to the Sustainability Department during regularly scheduled check-in calls, as described in Task 1. As necessary, provide progress updates in other venues for relevant stakeholders as identified by the Sustainability Department. Key progress highlights will be included in meeting agendas, sent out prior to the meeting. Wherever feasible, progress updates will include in-progress results against the performance metrics established in Task 3.

6.2: Comprehensive report

Following the completion of the pilot, develop a comprehensive report evaluating the pilot implementation and recommending refinements and improvements to the simplified permitting process based on results of the pilot. All the activities from Tasks 3, 4, and 5 will inform content and structure of the final report. At a minimum, the report will include:

- Overview of the outcomes of the simplified HPWH permitting process pilot implementation both for the program and pilot jurisdictions
- Description of how the pilot was implemented, including improvements and changes made to the process over the course of the pilot
- Overview of challenges during the pilot implementation and how the project teams overcame those challenges in collaboration with participating jurisdictions
- Description of final performance metrics and results of how the pilot implementation performed in each of those metrics

- Final recommendations for scaling permit simplification for HPWH across the rest of San Mateo County, as well as potentially for other electrification measures
- Insights and recommendations for other jurisdictions considering similar efforts

Task 6.3: Findings webinar

Develop and host a webinar to present findings from the HPWH permitting simplification pilot implementation to participating jurisdictions and other stakeholders and external partners as identified by the Sustainability Department. At a minimum, the findings webinar will present:

- Simplification strategies implemented
- Results of the pilot implementation on the established performance metrics
- Recommendations for scaling permit simplification to more jurisdictions and other electrification measures
- Insights and recommendation for other jurisdiction considering similar efforts

Task 6 Deliverables:

- Progress reports throughout the course of the pilot implementation, including verbal updates during the regular bi-weekly project meetings established in Task 1, and/or available results on progress toward performance metrics
- Outline for comprehensive pilot project evaluation report
- Draft comprehensive pilot project evaluation report
- Final comprehensive pilot project evaluation report
- Webinar for participating jurisdictions and external partners

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor on a time and materials basis. The Contractor may bill no more frequently than monthly. Invoices must include a description of work completed for each subtask in Exhibit A. The County will pay the Contractor within 30 business days of the County agreeing to the amount and content of the invoice sent by the Contractor.

Pursuant to Section 3 of the Agreement, County's total payments for services shall not exceed \$392,690.

Rate Schedule

TRC Job Title	FY 2024-25 Rate	FY 2025-26 Rate	FY 2026-27 Rate
Vice President	\$300	\$312	\$325
Senior Director	\$264	\$275	\$286
Director	\$242	\$252	\$263
Associate Director	\$220	\$229	\$239
Senior Managing Researcher Consultant/ Senior Project Manager	\$209	\$218	\$227
Managing Research Consultant/Project Manager	\$193	\$201	\$210
Senior Research Consultant	\$176	\$184	\$192
Lead Research Consultant/ Associate Project Manager	\$143	\$149	\$155
Research Consultant	\$132	\$138	\$144

ID360 Job Title	FY 2024-25 Rate	FY 2025-26 Rate	FY 2026-27 Rate
Principal	\$350	\$364	\$379
Associate Principal	\$325	\$338	\$352
Program Manager	\$254	\$264	\$275
Project Manager	\$228	\$237	\$247
Associate	\$208	\$216	\$225
Outreach Coordinator	\$176	\$183	\$190

WC3 Job Title	2025-2027 Rate
Principal	\$200
Associate Principal	\$155
Program Manager	\$90

Project Schedule

	Months																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Task 1: Project Management																		
Task 2: Background Research and Analysis																		
Task 3: Proposed Simplified Permitting Process																		
Task 4: Strategy for Implementation Pilot																		
Task 5: Implementation of Permitting Pilot																		
Task 6: Reporting, Documentation, and Evaluation																		

All invoices must include:

- Company letterhead
- Current remittance address
- Agreement/Contract #
- Invoice #
- Invoice date
- Total cost
- Amount owing
- Amount previously billed
- Amount remaining on agreement

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.

If reimbursable travel is permitted via this agreement, Contractor must comply with all provisions in Section 20.

Reimbursable Travel Expenses. Travel shall only be reimbursed when conducted for tasks specified in Exhibit A of this agreement. Mileage rates shall be paid in accordance with the IRS mileage rate. Copies of Google Maps verifying the mileage from the starting point to the ending point must be submitted with invoices as supporting documents.